

WHEREFORE, Plaintiff seeks the following relief against the Defendant Board and Defendant Nickles:

- a. compensatory damages;
- b. back and front pay;
- c. punitive damages;
- d. costs;
- e. attorneys fees
- f. such other relief as the Court may find just and equitable.

COUNT THREE

Tortious Interference

44. Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 43 herein as if fully stated herein.

45. Upon information and belief, Michael Cavanaugh was acting as the employee and agent of, and in the interest of Defendant, Hewlett-Packard Company, however, discovery may reveal that Mr. Cavanaugh was acting in his own individual capacity.

46. Defendant Hewlett-Packard Company, through its agent and employee, Regional Account Executive Michael Cavanaugh, either singularly or in concert with others, including Defendant Nickles, tortiously interfered in Mr. Jones's contractual rights and his prospective economic advantage.

47. The unknown Defendants may also have involved in such interference.

WHEREFORE, Plaintiff seeks the following relief against Defendants Hewlett Packard Company and Defendant Nickles in his individual capacity:

- a. compensatory damages;
- b. back and front pay;
- c. punitive damages;

- d. costs;
- e. attorneys fees
- f. such other relief as the Court may find just and equitable.

COUNT FOUR

Tortious Conduct/Civil Conspiracy

48. Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 47 herein as if fully stated herein.

49. Defendants Hewlett-Packard and Nickles, and various unknown Defendants either singularly or in concert with others conspired to and did tortiously interfere in Mr. Jones's contractual rights and his prospective economic advantage.

50. Defendant Nickles and Defendant Hewlett-Packard Company entered into a conspiracy with some or all of the co-defendants, various unknown Defendants in order to achieve improper and tortious ends including the intentional interference with prospective economic advantage and contractual rights of Mr. Jones, to slander, libel, defame and harm the reputation of Mr. Jones, as more fully referenced herein, to intentionally or negligently inflict emotional distress on Mr. Jones.

WHEREFORE, the Plaintiff seeks the following relief against Defendant Hewlett-Packard Company, Defendant Nickles and unknown Defendants:

- a. compensatory damages;
- b. back and front pay;
- c. punitive damages;
- d. costs;
- e. attorneys fees
- f. such other relief as the Court may find just and equitable.

COUNT FIVE

Defamation

51. Plaintiff in this Fifth Count adopts and reiterates all of the facts alleged in paragraphs 1 through 50 as fully and completely as if they were incorporated herein verbatim.

52. Defendant, Nickles by his statements, actions and writing intentionally and/or with reckless disregard for the truth defamed, slandered, libeled, maligned and told falsehoods about the Plaintiff, and thereby damaged the reputation of the Plaintiff.

53. Defendant Nickles' defamatory statements included accusations of criminal conduct and/or misconduct affecting Plaintiff's profession, office, trade or calling.

54. Hewlett-Packard Company by its statements and writing, including those referenced above, intentionally and/or with reckless disregard for the truth slandered libeled and defamed Plaintiff including accusing him of criminal conduct and/or misconduct affecting Plaintiff's profession, office, trade or calling.

WHEREFORE, the Plaintiff seeks the following relief against Defendant Hewlett-Packard Defendant Nickles, in his individual capacity:

- a. compensatory damages;
- b. back and front pay;
- c. punitive damages;
- d. costs;
- e. attorneys fees;
- f. such other relief as the Court may find just and equitable;
- g. publication of a full and complete retraction of all defamatory statements or writings.

COUNT SIX

Freedom of Speech/Freedom of Association

55. Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 54 herein as if fully stated herein.

56. Defendant Nickles' and the Defendant Boards' suspension and termination of Plaintiff violated and continues to violate his rights to freedom of speech and association as guaranteed by the First and Fourteenth Amendments to the United States Constitution, and Article One and other provisions of the New Jersey State Constitution.

WHEREFORE, the Plaintiff seeks the following relief against Defendant Nickles, in his capacity as Superintendent and the Defendant Board:

- a. compensatory damages;
- b. back and front pay;
- c. punitive damages;
- d. costs;
- e. attorneys fees
- f. such other relief as the Court may find just and equitable.

COUNT SEVEN

False Light/Invasion of Privacy

57. Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 56 herein as if fully stated herein.

58. Defendant Nickles and the Board have exposed Plaintiff in a false light before the public by statements, writings and actions constituting major misrepresentations of Plaintiff's character, history and activities.

WHEREFORE, the Plaintiff seeks the following relief against Defendant Nickles, in his individual capacity and Defendant the Board :

- a. compensatory damages;
- b. back and front pay;
- c. punitive damages;
- d. costs;
- e. attorneys fees;
- f. such other relief as the Court may find just and equitable.

COUNT EIGHT

Statutory Violation/Invalid Elimination of Data Center Manager Position

59. Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 58 herein as if fully stated herein.

60. On or about October 14, 2003 the Board voted to eliminate the position of Data Center Manager, thereby terminating Plaintiff from his employment with the Board.

61. The Board's vote was six in favor of eliminating Plaintiff's job, and two against. Two Board members abstained from voting.

62. Two of the votes in favor of eliminating Plaintiff's job were the sending district representatives on the Board, who are barred from voting on such matters by N.J.S.A. 18A:38-8.1, and who were improperly permitted to vote on the matter.

63. Pursuant to N.J.S.A. 18A:27-4.1, a recorded roll call vote of an affirmative majority of the full membership of the Board (or in this case, five affirmative votes) was required to remove Plaintiff from his employment.

64. Deducting the votes of the improperly voting sending district representatives, only

four votes were cast in favor of the removal of the Plaintiff. Thus, the elimination of Plaintiff's position was unlawful and improper, in violation of N.J.S.A. 18A:27-4.1.

WHEREFORE, the Plaintiff seeks the following relief against the Defendant Board :

- a. reinstatement to his position as Data Center Manager;
- b. compensatory damages;
- c. back and front pay;
- d. punitive damages;
- e. costs;
- f. attorneys fees;
- g. such other relief as the Court may find just and equitable.

COUNT NINE

BREACH OF AGREEMENT TO PROVIDE PAYMENTS FOR TUITION

65. Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 64 herein as if fully stated herein.

66. In or about August of 1998 Plaintiff submitted his resignation to the Atlantic City Board of Education, in order to accept a position with the Stafford Township Board of Education.

67. Plaintiff's resignation was in part motivated by his belief that taking the Stafford Township position would allow him to take classes toward his Associates and Bachelors Degrees.

68. Subsequent to Plaintiff's submitting his resignation, he was advised by agents of the Atlantic City Board of Education that if he were to rescind his resignation and return to work, the Board would increase his salary and pay tuition expenses for his further education.

69. Plaintiff relied upon said promises and, based upon said promises he returned to work for the Atlantic City Board of Education.

70. The Board never made good on its promises to pay for Plaintiff to return to school nor to increase his salary.

WHEREFORE, the Plaintiff seeks the following relief against the Defendant Board:

- a. compensatory damages;
- b. punitive damages;
- c. costs;
- d. attorneys fees;
- e. such other relief as the Court may find just and equitable.

JURY DEMAND

Demand is hereby made for a trial by jury on all issues raised by these pleadings.

NOTICE OF TRIAL COUNSEL

Take notice that John M. Donnelly, Esq., is hereby designated as trial counsel in the within litigation.

LEVINE, STALLER, SKLAR,
CHAN, BROWN & DONNELLY, P.A.
Attorneys for Plaintiffs

By: 
JOHN M. DONNELLY, ESQ.

Dated: Sept. 13, 2005.

CERTIFICATION

1. I am a member of the firm of Levine, Staller, Sklar, Chan & Donnelly, P.A., and am entrusted with the preparation and trial of this case.

2. This case is not the subject of any other court action or arbitration proceeding.

I **CERTIFY** that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

LEVINE, STALLER, SKLAR,
CHAN & DONNELLY, P.A.
Attorneys for Plaintiffs

By: 
JOHN M. DONNELLY, ESQ.

Dated: *September 13, 2005*

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